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9 ACB AMERICAN, INC., K. ROBESON AKA K. FRANCIS; AND HILCO RECEIVABLES, LLC

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 SAN JOSE DIVISION

13 ELIZABETH TREVINO and YADIRA RIOS, on
14 behalf of themselves and all others similarly
15 situated

16 Plaintiff,

17 v.
18 ACB AMERICAN, INC., HILCO
19 RECEIVABLES, LLC, B. MASTERS and K.
20 FRANCIS,
21 Defendants.

22 Case No.: C05 00239 JF (HRL)

23 DEFENDANTS' RESPONSE TO
24 MAGISTRATE LLOYD'S JANUARY 27,
25 2006 ORDER GRANTING IN PART AND
DENYING IN PART PLAINTIFFS'
MOTIONS FOR DISCOVERY

26 On January 27, 2006, after close of business, this Court issued an order directing the parties to
27 meet and confer regarding the form of a protective order, and to file a proposed protective order with
28 the Court within 2 weeks. Counsel for both parties had expressed that the parties would be willing to
enter into a protective order in the form of the proposed protective order that the United States District
Court for the Northern District of California has posted on its website.

In light of the parties' agreement to a protective order during oral argument regarding
plaintiffs' motions to compel, before the Court issued its order, defendants corresponded with plaintiffs
and transmitted a proposed protective order.

On January 31, 2006, Brian Bromberg, counsel for plaintiffs responded to the proposed
protective order and agreed with all provisions other than the provisions related to experts, Paragraph

1 7.4. Mr. Bromberg objected to this optional section because it would “unduly complicate what should
2 be a relatively simple and straightforward FDCPA case.”

3 On February 7, 2006, defense counsel responded and insisted upon the inclusion of optional
4 Paragraph 7.4. Defense counsel reasoned that defendants believed that plaintiffs "will be retainin[g] an
5 expert to review some if not all of the documents subject to the protective order. Furthermore, in that
6 most of plaintiffs' counsel [are located] out of state, defendants want to ensure that the provisions of
7 the protective order are enforceable against anyone who breaches it. For [these] reason[s], defendants
8 believe the additional provisions related to experts is necessary and defendants must insist that these
9 provisions remain." Defendants are concerned that it might be difficult to enforce the protective order
10 against an out-of-state expert.

On February 9, 2006, Mr. Bromberg responded with the following: "We have agreed to use the standard N.D. California protective order on-line -- that is, the form agreement without the 'optional' expert witness section."

On February 10, 2006, defense counsel clarified that there was no such agreement between the parties because the parties could not agree on Paragraph 7.4. Defense counsel further noted that defendants would be filing a proposed protective order to comply with the Court's order and expected that plaintiffs would as well given the Court's order.

18 Filed concurrently is defendants' proposed protective order. Defendants respectfully request
19 that the Court sign this order.

20 | Dated: February 11, 2006

MURPHY, PEARSON, BRADLEY & FEENEY

By J.D. Koper
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